

135917

HSE-5J

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Caravan Technologies, Inc.  
c/o Mr. Robert Charleston  
3033 Bourke  
Detroit, Michigan 48238

Re: Schreiber/Caravan Drums Site  
3033 Bourke, Detroit, Michigan  
Administrative Order by Consent

Dear Mr. Charleston:

Enclosed please find an executed copy of the Administrative Order by Consent issued for this site pursuant to Section 106 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq. Thank you for your cooperation in this matter.

If you have any questions regarding this Order, please contact Nancy-Ellen Zusman, Assistant Regional Counsel, at (312) 886-7161 or Peter Guria, On-Scene Coordinator, at (313) 692-7687.

Sincerely yours,

David A. Ullrich, Director  
Waste Management Division

Enclosure

cc: Alan Howard, Michigan Department of Natural Resources

bcc: Tom Pernell, ORC (CS-3T)  
Nancy-Ellen Zusman, ORC (CS-3T)  
Pete Guria, OSC, (HSE-GI)  
File copy  
Mark Messersmith, ESS (HSE-5J)  
Pamela Schafer, ESS (HSE-5J)  
Tony Audia, SFAS (MF-10J)  
Oliver Warnsley, RP-CRU (HSM-5J)  
EERB Site File  
EERB Read  
Toni Lesser, Public Affairs (P-19J) w/out attachments  
Sheila Huff, Department of Interior

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION V

IN THE MATTER OF:

Schreiber/Caravan  
Drums Site

Respondents:

Listed in Attachment A

) Docket No. **V-W-92-C-145**  
)  
) ADMINISTRATIVE ORDER BY  
) CONSENT PURSUANT TO  
) SECTION 106 OF THE  
) COMPREHENSIVE  
) ENVIRONMENTAL RESPONSE,  
) COMPENSATION, AND  
) LIABILITY ACT OF 1980  
) as amended, 42 U.S.C.  
) Section 9606(a)  
)

PREAMBLE

The United States Environmental Protection Agency (U.S. EPA) and the Respondents have each agreed to the making and entry of this Order by Consent.

It is issued pursuant to the authority vested in the President of the United States by Sections 106(a) and 122 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9606(a), as amended by the Superfund Amendments and Reauthorization Act of 1986 Pub. L. 99-499 (CERCLA), and delegated to the Administrator of the U.S. EPA by Executive Order No. 12580, January 23, 1987, 52 Federal Register 2923, and further delegated to the Assistant Administrator for Solid Waste and Emergency Response and the Regional Administrators by U.S. EPA Delegation Nos. 14-14, 14-14-C and 14-14-D, and to the Director, Waste Management Division, Region V, by Regional Delegation Nos. 14-14-A, 14-14-C and 14-14-D.

A copy of this Order will also be provided to the State of Michigan, which has been notified of the issuance of this Order as required by Section 106(a) of CERCLA, 42 U.S.C. Section 9606(a).

This Order requires the Respondents to undertake and complete emergency removal activities to abate conditions which may present an imminent and substantial endangerment to the public health or welfare or the environment because of an actual or threatened release of hazardous substances at the site.

FINDINGS

Based on available information, including the Administrative Record in this matter, U.S. EPA hereby finds:

1. The Schreiber/Caravan Drums site is located at 3033 Bourke Avenue, Detroit, Wayne County, Michigan (the "Facility"). The Facility is bordered to the north by Bourke Avenue and private residences, to the south by the Consolidated Rail Corporation (CONRAIL) railroad tracks, to the east by a hospital laundry processing facility, and to the west by an abandoned automotive spring manufacturing facility.
2. In 1990, the population of Detroit, Michigan was 1,027,974 (U.S. Bureau of the Census). Population within one square city block of the Facility is approximately 1,500. Area land use is primarily residential and industrial.
3. The property and buildings located at 3033 Bourke Avenue were initially operated by the Schreiber Roofing Company from at least 1980 to November 1983, and were used in part as a storage facility for roofing materials and equipment.
4. In November 1983, Schreiber sold the property to the Caravan Chemical Company who operated the Facility as a manufacturer of industrial and commercial surfactants.
5. On January 2, 1985, the property was transferred from the Caravan Chemical Company to R.L. Enterprises, Inc., who currently operate the Facility as a manufacturer of industrial and commercial surfactants.
6. R.L. Enterprises, Inc. is a corporation incorporated in the State of Michigan.
7. On December 9, 1991, the U.S. EPA On-Scene Coordinator (OSC) observed a tar boiler and several drums in various stages of deterioration in a small wooded area east of the Caravan Facility. Many of the drums were lying on their sides and appeared to be leaking. The OSC approached the owner of the Caravan Facility and expressed concern over the abandoned drums. The owner stated that he did not think the drums belonged to the Facility but were from the previous tenant, a roofing company.
8. On December 19, 1991, the U.S. EPA Technical Assistance Team (TAT), and OSC conducted a site assessment of the Caravan Facility. Fourteen (14) drums of unknown contents were observed scattered in a small wooded area (approximately 20' x 60') east of the Caravan building. The drums were found scattered near a large tar boiler, many open and releasing their contents. Soil contamination was observed in the area

of the leaking drums and under the tar boiler. Access to the Site is not completely restricted and evidence of vandalism and trespass through the south portion of the perimeter fence has been observed.

9. Analytical results of liquid and soil samples collected from drums and their affected spill areas revealed elevated levels of volatile organic chemicals such as xylene, toluene, naphthalene, benzene, and ethyl benzene. Xylene, ethyl benzene and toluene have flashpoints of 81, 59 and 40 degrees Fahrenheit respectively, indicating the presence of ignitable hazardous waste under the Resource Conservation and Recovery Act of 1976, as amended (RCRA), 42 U.S.C. §§6901 et seq. and toxicity characteristic waste under 40 CFR §261.24. One sample revealed the presence of benzene above the Toxicity Characteristic Leachate Procedure (TCLP) regulatory limit for that compound. The analytical results from these drum samples also revealed the presence of polycyclic aromatic hydrocarbons (PAHs) such as benzo (b) fluoranthene, and benzo (a) pyrene which have been shown to cause cancer and mutations in laboratory animals.

#### DETERMINATIONS

Based on the foregoing Findings, U.S. EPA has determined that:

1. The Schreiber/Caravan Drums Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. Section 9601(9).
2. Each Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. Section 9601(21).
3. Each Respondent arranged for disposal or transport for disposal of hazardous substances at the Schreiber/Caravan Drums Facility, or is a past or present owner or operator of the Facility. Each Respondent is therefore a liable person under Section 107(a) of CERCLA, 42 U.S.C. Section 9607(a).
4. Benzene, ethyl benzene, naphthalene, toluene, xylene, benzo (b) fluoranthene, and benzo (a) pyrene are "hazardous substances" as defined by Section 101(14) of CERCLA, 42 U.S.C. Section 9601(14).
5. The discharge of xylene, naphthalene, and toluene from the drums to the soils in and around the Facility and to the surface water, and ultimately the groundwater constitutes an actual or threatened "release" as that term is defined in Section 101(22) of CERCLA, 42 U.S.C. Section 9601(22).
6. The actual or threatened release of hazardous substances from the Facility may present an imminent and substantial

endangerment to the public health, welfare, or the environment.

7. The actions required by this Order, if properly performed, are consistent with the National Contingency Plan (NCP), 40 CFR Part 300, as amended, and CERCLA; and are reasonable and necessary to protect the public health, welfare and the environment because of the following factors:

**a. actual or potential exposure to nearby human populations, animals, or the food chain from hazardous substances, pollutants or contaminants;**

This factor is present at the Facility due to the existence of high concentrations of xylene (300,000 ppm), ethyl benzene (83,000 ppm), toluene (5,600 ppm), naphthalene (14,000 ppm), and polycyclic aromatic hydrocarbons (ranging between 3,900 and 5,200 ppm) contained in drums found on site. Analytical results have revealed benzene at 5.0 ppm which is above the regulatory TCLP limit of 0.5 ppm for that compound. Access to the site is not completely restricted and evidence of vandalism and trespass through the south portion of the perimeter fence has been observed. An elementary school and playground are located approximately 2,000 feet to the north. Children have been observed on several occasions passing along the railroad easement adjacent to the site to reach the playground and school. The National Institute for Occupational Safety and Health (NIOSH) has listed toluene, xylene, and naphthalene as an immediate danger to life and health (IDLH) at concentrations of 2,000 parts per million (ppm), 1,000 ppm and 500 ppm, respectively. The potential for exposure via direct contact is high should access to the Facility continue to be unrestricted.

**b. hazardous substances or pollutants or contaminants in drums, barrels, tanks, or other bulk storage containers, that may pose a threat of release;**

This factor is present at the Facility due to the existence of drums containing high concentrations of xylene (300,000 ppm), toluene (5,600 ppm), ethyl benzene (83,000 ppm), naphthalene (14,000 ppm), benzene (5.0 ppm TCLP), and PAHs. Air monitoring conducted with a photoionization detector in the bung opening of the drums revealed levels of volatile compounds ranging between 50 and 100 units. Some of the drums were found open and on their sides, releasing their contents. Soil samples collected from the areas where leaking drums have been observed has revealed high concentrations of volatile organic compounds ranging between 3,800 and 1,400 ppm, and PAHs ranging between 940 and 280 ppm.

**c. weather conditions that may cause hazardous substances or pollutants or contaminants to migrate or be released;**

This factor is present at the site due to the exposure of the drums to the natural elements. Continued exposure of the drums to the outside elements would allow further deterioration, leading to a potential release of their contents. The railroad easement is used by children to reach the school and playground nearby. Surface water runoff flows in the direction of the easement and is a natural pathway for contaminants released from the drums during heavy periods of precipitation. The threat of direct contact to children passing along this route is high.

**d. threat of fire or explosion;**

This factor is present at the Facility due to the existence of drums containing high levels of ethyl benzene, toluene, and xylene. These chemicals have flashpoints ranging between 41 and 81 degrees Fahrenheit, and an upper and lower flammability range between 6.7 and 1.0%. Analytical results have revealed that one drum alone contains 30% (300,000 ppm) xylene, resulting in a highly flammable and explosive condition. If the drums were to be ignited, residual material which may be present in the tar boiler could provide an additional combustion source and allow the fire to spread to the Caravan building, and possibly to the 12 residential structures bordering the Facility to the north.

ORDER

Based upon the foregoing Findings and Determinations, and pursuant to Section 106(a) of CERCLA, 42 U.S.C. Section 9606(a), it is hereby ordered and agreed that Respondents will undertake the following actions at the Facility:

1. Within ten (10) business days after the effective date of this Order, the Respondents shall submit to U.S. EPA for approval, a Work Plan for the removal activities ordered as set forth in Paragraph 4 below. The Work Plan shall provide a concise description of the activities to be conducted to comply with the requirements of this Order. The Work Plan shall be reviewed by U.S. EPA, which may approve, disapprove, require revisions, or modify the Work Plan. Respondents shall implement the Work Plan as finally approved by U.S. EPA, including any modifications. Once approved, the Work Plan shall be deemed to be incorporated into and made a fully enforceable part of this Order.
2. The Work Plan shall contain a site safety and health plan, a sampling and analysis plan, and a schedule of the work to be performed. The site safety and health plan shall be prepared in accordance with the Occupational Safety and Health Administration (OSHA) regulations applicable to Hazardous Waste Operations and Emergency Response, 29 CFR Part 1910. The Work Plan and other submitted documents shall demonstrate that the Respondents can properly conduct the actions required by this Order.
3. Respondents shall retain a contractor qualified to undertake and complete the requirements of this Order, and shall notify U.S. EPA of the name of such contractor within five (5) business days of the effective date of this Order. U.S. EPA retains the right to disapprove of any, or all, of the contractors and/or subcontractors retained by the Respondents. In the event U.S. EPA disapproves of a selected contractor, Respondents shall retain a different contractor to perform the work, and such selection shall be made within two (2) business days following U.S. EPA's disapproval.
4. Within five (5) business calendar days after U.S. EPA approval of the Work Plan, Respondents shall implement the Work Plan as approved or modified by U.S. EPA. Failure of the Respondents to properly implement all aspects of the Work Plan shall be deemed to be a violation of the terms of this Order. The Work Plan shall require the Respondents to perform, and complete within 60 calendar days after approval, at a minimum, the following removal activities:



- a) Develop and implement site safety and security measures;
  - b) Develop and implement an air monitoring program during clean up activities;
  - c) Stage, sample, characterize, and overpack if necessary all drummed hazardous substances, contaminants, wastes, or pollutants found on site;
  - d) Conduct a sampling program to characterize the type and extent of soil contamination and conduct post cleanup sampling to verify that all contaminated soil has been removed to cleanup levels as specified by the On-Scene Coordinator;
  - e) Excavate and dispose of all characterized soil contamination at a RCRA/CERCLA approved disposal facility in accordance with the U.S. EPA offsite policy; and,
  - f) Transport and dispose of all characterized, drummed hazardous substances, pollutants, wastes, or contaminants at a RCRA/CERCLA approved disposal facility in accordance with the U.S. EPA offsite policy.
5. All materials removed from the Schreiber/Caravan Drums Facility shall be disposed of or treated at a facility approved by the On-Scene Coordinator and in accordance with the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. Section 6901, et seq., as amended, the U.S. EPA Revised Off-Site Policy, and all other applicable Federal, State, and local requirements.
6. On or before the effective date of this Order, the Respondents shall designate a Project Coordinator. The U.S. EPA has designated Peter Guria, of the Emergency and Enforcement Response Branch, Response Section I, as its On-Scene Coordinator. The On-Scene Coordinator and the Project Coordinator shall be responsible for overseeing the implementation of this Order. To the maximum extent possible, communication between the Respondents and the U.S. EPA, and all documents, reports and approvals, and all other correspondence concerning the activities relevant to this Order, shall be directed through the On-Scene Coordinator and the Project Coordinator. During implementation of the Work Plan, the OSC and the Project Coordinator shall, whenever possible, operate by consensus, and shall attempt in good faith to resolve disputes informally through discussion of the issues.

7. The U.S. EPA and the Respondents shall each have the right to change their respective designated On-Scene Coordinator or Project Coordinator. U.S. EPA shall notify the Respondents, and Respondents shall notify U.S. EPA, as early as possible before such a change is made. Notification may initially be verbal, but shall promptly be reduced to writing.
8. The U.S. EPA On-Scene Coordinator shall have the authority vested in an On-Scene Coordinator by the NCP, 40 CFR Part 300, as amended, including the authority to halt, conduct, or direct any work required by this Order, or to direct any other response action undertaken by U.S. EPA or the Respondents at the Facility.
9. No extensions to the time frames in this Order shall be granted without sufficient cause. All extensions must be requested, in writing, and shall not be deemed accepted unless approved, in writing, by U.S. EPA.
10. This Order and all instructions by the U.S. EPA On-Scene Coordinator or designated alternate that are consistent with the NCP and this Order shall be binding upon the Respondents, and the employees, agents, contractors, successors and assigns of the Respondents. Respondents are jointly and severally responsible for carrying out all actions required by this Order.
11. To the extent that the Facility or other areas where work under this Order is to be performed is owned by, or in possession of, someone other than the Respondents, Respondents shall attempt to obtain all necessary access agreements. In the event that after using their best efforts Respondents are unable to obtain such agreements, Respondents shall immediately notify U.S. EPA and U.S. EPA may then assist Respondents in gaining access, to the extent necessary to effectuate the response activities described herein, using such means as it deems appropriate. Respondents shall reimburse U.S. EPA for all attorneys' fees and court costs it incurs in assisting Respondents to obtain access.
12. Respondents shall provide access to the Facility to U.S. EPA employees, and U.S. EPA-authorized contractors, agents, and consultants at any time, and shall permit such persons to be present and move freely in the area in order to conduct inspections, including taking photographs and videotapes of the Facility, to do cleanup/stabilization work, to take samples, to monitor the work under this Order, and to conduct other activities which the U.S. EPA determines to be necessary.

13. This Order shall be effective on the date of signature by the Director, Waste Management Division.
14. Respondents shall provide a written monthly progress report to the On-Scene Coordinator regarding the actions and activities undertaken under this Order. At a minimum, these progress reports shall describe the actions that have been taken to comply with this Order, including all results of sampling and tests received or prepared by the Respondents and shall describe all significant work items planned for the next month.
15. Respondents agree to retain for six years following completion of the activities required by this Order copies of all records, files and data relating to hazardous substances found on the site, or related to the activities undertaken pursuant to this Order, whether or not those documents were created pursuant to this Order. Respondents shall acquire and retain copies of all documents relating to the site that are in the possession of their contractors, agents and employees. Respondents shall notify U.S. EPA at least sixty (60) calendar days before any documents retained under this paragraph are to be destroyed. The documents retained under this paragraph shall be made available to the U.S. EPA upon request.
16. Respondents shall pay all past costs and oversight costs of the United States related to the Schreiber/Caravan Drums Facility which are not inconsistent with the NCP. The United States shall submit an itemized cost statement entitled "Itemized Cost Summary" to Respondents annually or, if sooner, not less than 60 calendar days after submission of the Final Report provided for in Paragraph 24 of this Order. Payments shall be made within 60 calendar days of Respondents' receipt of the cost statement. Payments shall be made to the EPA Hazardous Substances Superfund delivered to the U.S. EPA, Attn: Superfund Accounting, P.O. Box 70753, Chicago, Illinois 60673, in the form of a certified or cashier's check payable to "EPA Hazardous Substances Superfund." The face of the check should note that the payment is for the Schreiber/Caravan Drums Site, Superfund Site Identification Number PY. Respondents are jointly and severally liable for payment of the full amount due under this Order. A copy of the check(s) submitted must be sent simultaneously to the U.S. EPA representatives indicated in paragraph 17 below.
17. A notice, document, information, report, plan, approval, disapproval or other correspondence required to be submitted from one party to another under the Order shall be deemed submitted either when hand delivered or as of the date of receipt by certified mail, return receipt requested.

Submissions to the Respondents shall be submitted to:

Caravan Technologies, Inc.  
c/o Mr. Robert Charleston  
3033 Bourke  
Detroit, Michigan 48238

and

Schreiber Corporation  
c/o Mr. Charles M. Rosa  
2239 Fenkell Road  
Detroit, Michigan 48238

) Submissions to the U.S. EPA shall be submitted to:

Peter Guria  
On-Scene Coordinator  
Response Section I (HSE-GI)  
U.S. Environmental Protection Agency  
9311 Groh Road  
Grosse Ile, Michigan 48138

and

Nancy-Ellen Zusman  
Assistant Regional Counsel (CS-7T)  
U.S. Environmental Protection Agency  
77 West Jackson  
Chicago, Illinois 60604

- ) 18. If any provision of this Order is deemed invalid or unenforceable, the remainder of this Order shall remain in full force and effect.

STIPULATED PENALTIES

19. For each day the Respondents fail to meet the deadlines set forth in the Consent Order and workplan, Respondents shall be liable as follows:
- a. For failure to submit the Work Plan pursuant to Paragraph 1, at the time required under the terms of this Consent Order: Five Thousand Dollars (\$5,000) per day for the first one (1) to seven (7) days of delay, or part thereof, and Fifteen Thousand Dollars (\$15,000) per day for each day of delay, or part thereof, thereafter;
  - b. For failure to commence and perform work described in this Consent Order and the U.S. EPA approved Work Plan within the time frames required by these documents:

Five Thousand Dollars (\$5,000) per day for the first one (1) to seven (7) days of delay, or part thereof, and Fifteen Thousand Dollars (\$15,000) per day for each day of delay, or part thereof, thereafter.

- c. For failure to comply with any other provision of this Consent Order: Two Thousand Five Hundred Dollars (\$2,500) per day for the first one (1) to seven (7) days of violation or delay, or part thereof, and Five Thousand Dollars (\$5,000) per day for each day of violation or delay, or part thereof, thereafter.
- 20. All penalties which accrue pursuant to the requirements of this Order shall be paid within five (5) business days of written demand by U.S. EPA. Payment shall be made to the EPA Hazardous Substances Superfund delivered to the U.S. EPA, Attn: Superfund Accounting, P.O. Box 70753, Chicago, Illinois 60673, in the form of a certified or cashier's check payable to "EPA Hazardous Substances Superfund." The face of the check should note that the payment is for the Schreiber/Caravan Drums Site.
- 21. Pursuant to 31 U.S.C. Section 3717, interest shall accrue on any amount of overdue stipulated penalties at a rate established by the United States Treasury. Stipulated penalties shall accrue, but need not be paid, during any dispute resolution period concerning the particular penalties at issue. If Respondents prevail upon resolution, Respondents shall pay only such penalties as the resolution requires.
- 22. Payment of Stipulated Penalties will not relieve Respondents from complying with the terms of this Consent Order. U.S. EPA retains the right to seek any remedies or sanctions available to U.S. EPA by reason of Respondents' noncompliance with the provisions of this Consent Order that are not otherwise expressly limited by these Stipulated Penalty provisions.

#### PENALTIES FOR NONCOMPLIANCE

- 23. Respondents are advised pursuant to Section 106(b) of CERCLA, 42 U.S.C. Section 9606(b), that violation or subsequent failure or refusal to comply with this Order and any Work Plan approved under this Order, or any portion thereof, may subject the Respondents to a civil penalty of no more than \$25,000 per day for each day in which such violation occurs, or such failure to comply continues. In addition, failure to properly provide removal action upon the terms of this order, or other subsequent orders issued by U.S. EPA, may result in liability for punitive damages

pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C Section 9607(c)(3).

#### TERMINATION AND SATISFACTION

24. The Respondents shall submit a final report summarizing the actions taken to comply with this Order. The report shall contain, at a minimum: identification of the Facility, a description of the locations and types of hazardous substances encountered at the Facility upon the initiation of work performed under this Order, a chronology and description of the actions performed (including both the organization and implementation of response activities), a listing of the resources committed to perform the work under this Order (including financial, personnel, mechanical and technological resources), identification of all items that affected the actions performed under the Order and discussion of how all problems were resolved, a listing of quantities and types of materials removed, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destination of those materials, and a presentation of the analytical results of all sampling and analyses performed and accompanying appendices containing all relevant paperwork accrued during the action (e.g., manifests, invoices, bills, contracts, permits). The final report shall also include an affidavit from a person who supervised or directed the preparation of that report. The affidavit shall certify under penalty of law that based on personal knowledge and appropriate inquiries of all other persons involved in preparation of the report, the information submitted is true, accurate and complete to the best of the affiant's knowledge and belief. The report shall be submitted within 30 business days of completion of the work required by the U.S. EPA.
25. The provisions of this Order shall be deemed satisfied upon payment by Respondents of all sums due under the terms of this Order and upon the Respondents' receipt of written notice from U.S. EPA that the Respondents have demonstrated, to the satisfaction of U.S. EPA, that all of the terms of this Order, including any additional tasks consistent with this Consent Order which U.S. EPA has determined to be necessary, have been completed.

#### INDEMNIFICATION

26. The Respondents agree to indemnify and save and hold harmless the United States Government, its agencies, departments, agents, and employees, from any and all claims or causes of action arising from, or on account of, acts or omissions of the Respondents, its officers, employees, receivers, trustees, agents, successors or assigns, in

carrying out the activities pursuant to this Order. The United States Government shall not be held as a party to any contract entered into by the Respondents in carrying out activities under this Order.

#### RESERVATION OF RIGHTS

27. This Order is not intended for the benefit of any third party and may not be enforced by any third party.
28. The U.S. EPA and the Respondents reserve all rights, claims, demands, and defenses, including defenses and denials of and to all determinations and findings, that they may have as to each other except as otherwise provided in this Order pursuant to any available legal authority. Nothing in this Order shall expand the Respondents' ability to obtain preenforcement review of U.S. EPA actions. Notwithstanding any reservation of rights, Respondents agree to comply with the terms and conditions of this Order and consent to the jurisdiction of the U.S. EPA to enter into and enforce this Order.
29. Nothing herein is intended to release, discharge, limit or in any way affect any claim, causes of action or demands in law or equity which the parties may have against any persons, firm, trust, joint venture, partnership, corporation, or other entity not a party to this Order for any liability it may have arising out of, or relating in any way to, the generation, storage, treatment, handling, transportation, disposal, release or threat of release of any hazardous substance, hazardous waste, contaminant or pollutant at or from the site. The parties to this Order hereby expressly reserve all rights, claims, demands and causes of action they may have against any and all other persons and entities who are not parties to this Order.
30. Nothing herein shall be construed: 1) to prevent U.S. EPA from exercising its right to disapprove of work performed by the Respondents; 2) to prevent U.S. EPA from seeking legal or equitable relief to enforce the terms of this Order; 3) to prevent U.S. EPA from taking other legal or equitable action not inconsistent with the Covenant Not To Sue in paragraphs 41 through 43 of this Order; 4) to prevent U.S. EPA from requiring the Respondents in the future to perform additional activities pursuant to CERCLA, 42 U.S.C. Section 9601 et seq., or any other applicable law; or 5) to prevent U.S. EPA from undertaking response actions at the site.

#### FORCE MAJEURE

31. The Respondents shall cause all work to be performed within the time limits set forth herein and in the approved Work

Plan, unless performance is delayed by "force majeure." For purposes of this Order, "force majeure" shall mean an event arising from causes entirely beyond the control of the Respondents and their contractors which delays or prevents the performance of any obligation required by this Order. Increases in costs, financial difficulty, normal inclement weather, and delays encountered by the Respondents in securing any required permits or approvals are examples of events that are not considered to be beyond the control of the Respondents.

32. Respondents shall notify the OSC within 24 hours after Respondents become aware of any event which Respondents contend constitutes a force majeure, with subsequent written notice within seven (7) calendar days of the event. Such written notice shall describe: 1) the nature of the delay, 2) the cause of the delay, 3) the expected duration of the delay, including any demobilization and remobilization resulting from the delay, 4) the actions which will be taken to prevent or mitigate further delay, and 5) the timetable by which the actions to mitigate the delay will be taken. Respondents shall implement all reasonable measures to avoid and/or minimize such delays. Failure to comply with the notice provision of this paragraph shall be grounds for U.S. EPA to deny Respondents an extension of time for performance. The Respondents shall have the burden of demonstrating by a preponderance of the evidence that the event is a force majeure, that the delay is warranted under the circumstances, and that best efforts were exercised to avoid and mitigate the effects of the delay. If U.S. EPA determines a delay is or was attributable to a force majeure, the time period for performance under this Order shall be extended as deemed necessary by the OSC to allow performance.

#### DISPUTE RESOLUTION

33. The Parties to this Order on Consent shall attempt to resolve expeditiously and informally any disagreements concerning implementation of this Order on Consent or any Work required hereunder.
34. In the event that any dispute arising under this Order on Consent is not resolved expeditiously through informal means, any party desiring dispute resolution under this Section shall give prompt written notice to the other parties to the Order.
35. Within ten (10) calendar days of the service of notice of dispute pursuant to Paragraph 34 above, the party who gave notice shall serve on the other parties to this Order a written statement of the issues in dispute, the relevant



facts upon which the dispute is based, and factual data, analysis or opinion supporting its position, and all supporting documentation on which such party relies (hereinafter the "Statement of Position"). The opposing parties shall serve their Statement of Position, including supporting documentation, no later than ten (10) calendar days after receipt of the complaining party's Statement of Position. In the event that these 10-day time periods for exchange of Statements of Position may cause a delay in the work, they shall be shortened upon and in accordance with notice by U.S. EPA.

36. An administrative record of any dispute under this Section shall be maintained by U.S. EPA. The record shall include the written notification of such dispute, and the Statements of Position served pursuant to the preceding paragraphs.
37. Upon review of the administrative record, the Director of the Waste Management Division, U.S. EPA, Region V, shall resolve the dispute consistent with the NCP and the terms of this Order.

#### NON-ADMISSION

38. The consent of the Respondents to the terms of this Order shall not constitute or be construed as an admission of liability or of U.S. EPA's findings or determinations contained in this Order in any proceeding other than a proceeding to enforce the terms of this Order.

#### CERCLA FUNDING

39. The Respondents waive any claims or demands for compensation or payment under Sections 106(b), 111 and 112 of CERCLA against the United States or the Hazardous Substance Superfund established by 26 U.S.C. §9507 for, or arising out of, any activity performed or expenses incurred pursuant to this Consent Order.
40. This Consent Order does not constitute any decision on preauthorization of funds under Section 111(a)(2) of CERCLA.

#### COVENANT NOT TO SUE

41. Upon termination and satisfaction of this Administrative Order pursuant to its terms, for and in consideration of the complete and timely performance by Respondents of the obligations agreed to in this Order, U.S. EPA hereby covenants not to sue Respondents for judicial imposition of damages or civil penalties for any failure to perform obligations agreed to in this Order except as otherwise reserved herein.

42. Performance of the terms of this Order resolves and satisfies the liability of the Respondents to U.S. EPA for work satisfactorily performed under this Order. U.S. EPA recognizes that, pursuant to Section 113 of CERCLA, the Respondents, upon having resolved their liability with the U.S. EPA for the matters expressly covered by this Order, shall not be liable for claims for contribution regarding matters addressed in this Order. Nothing in this Order precludes the Respondents from asserting any claims, causes of action or demands against potentially responsible parties (PRPs) who are not parties to this Order for indemnification, contribution, or cost recovery.
43. In consideration of the actions to be performed by the Respondents under this Order, the U.S. EPA covenants not to sue the Respondents, their successors or assigns for any and all claims which are available to the U.S. as against the Respondents under Sections 106 and 107 of CERCLA concerning all matters satisfactorily performed.

SUBSEQUENT AMENDMENT

44. This Consent Order may be amended by mutual agreement of U.S. EPA and the Respondents. Any amendment of this Consent Order shall be in writing, signed by U.S. EPA and the Respondents and shall have as the effective date, that date on which such amendment is signed by U.S. EPA.

SIGNATORIES

The undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this Fifth day of March, 1992.

By



Charles M. Rosa, President  
Schreiber Corporation

SIGNATORIES

The undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 6 day of March 1992.

By Robert Charleston  
Robert Charleston, President  
Caravan Technologies, Inc.

SIGNATORIES

The above being agreed and consented to, it is so ORDERED  
this 23<sup>rd</sup> day of March, 1992.

By David A. Ullrich  
David A. Ullrich, Director  
Waste Management Division  
U.S. Environmental Protection Agency  
Region V, Complainant

Attachment A

List of Respondents

Caravan Technologies, Inc.  
c/o Mr. Robert Charleston  
3033 Bourke  
Detroit, Michigan 48238

Schreiber Corporation  
c/o Mr. Charles M. Rosa  
2239 Fenkell Road  
Detroit, Michigan 48238

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION V

IN THE MATTER OF:

Schreiber/Caravan  
Drums Site

Respondents:

Listed in Attachment A

) Docket No. **V-W- 92 -C- 145**  
)  
) ADMINISTRATIVE ORDER BY  
) CONSENT PURSUANT TO  
) SECTION 106 OF THE  
) COMPREHENSIVE  
) ENVIRONMENTAL RESPONSE,  
) COMPENSATION, AND  
) LIABILITY ACT OF 1980  
) as amended, 42 U.S.C.  
) Section 9606(a)  
)

PREAMBLE

The United States Environmental Protection Agency (U.S. EPA) and the Respondents have each agreed to the making and entry of this Order by Consent.

It is issued pursuant to the authority vested in the President of the United States by Sections 106(a) and 122 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9606(a), as amended by the Superfund Amendments and Reauthorization Act of 1986 Pub. L. 99-499 (CERCLA), and delegated to the Administrator of the U.S. EPA by Executive Order No. 12580, January 23, 1987, 52 Federal Register 2923, and further delegated to the Assistant Administrator for Solid Waste and Emergency Response and the Regional Administrators by U.S. EPA Delegation Nos. 14-14, 14-14-C and 14-14-D, and to the Director, Waste Management Division, Region V, by Regional Delegation Nos. 14-14-A, 14-14-C and 14-14-D.

A copy of this Order will also be provided to the State of Michigan, which has been notified of the issuance of this Order as required by Section 106(a) of CERCLA, 42 U.S.C. Section 9606(a).

This Order requires the Respondents to undertake and complete emergency removal activities to abate conditions which may present an imminent and substantial endangerment to the public health or welfare or the environment because of an actual or threatened release of hazardous substances at the site.

bcc: Tom Pernell, ORC (CS-3T)  
Nancy-Ellen Zusman, ORC (CS-3T)  
Pete Guria, OSC, (HSE-GI)  
File copy  
Mark Messersmith, ESS (HSE-5J)  
Pamela Schafer, ESS (HSE-5J)  
Tony Audia, SFAS (MF-10J)  
Oliver Warnsley, RP-CRU (HSM-5J)  
EERB Site File  
EERB Read  
Toni Lesser, Public Affairs (P-19J) w/out attachments  
Sheila Huff, Department of Interior



FINDINGS

Based on available information, including the Administrative Record in this matter, U.S. EPA hereby finds:

1. The Schreiber/Caravan Drums site is located at 3033 Bourke Avenue, Detroit, Wayne County, Michigan (the "Facility"). The Facility is bordered to the north by Bourke Avenue and private residences, to the south by the Consolidated Rail Corporation (CONRAIL) railroad tracks, to the east by a hospital laundry processing facility, and to the west by an abandoned automotive spring manufacturing facility.
2. In 1990, the population of Detroit, Michigan was 1,027,974 (U.S. Bureau of the Census). Population within one square city block of the Facility is approximately 1,500. Area land use is primarily residential and industrial.
3. The property and buildings located at 3033 Bourke Avenue were initially operated by the Schreiber Roofing Company from at least 1980 to November 1983, and were used in part as a storage facility for roofing materials and equipment.
4. In November 1983, Schreiber sold the property to the Caravan Chemical Company who operated the Facility as a manufacturer of industrial and commercial surfactants.
5. On January 2, 1985, the property was transferred from the Caravan Chemical Company to R.L. Enterprises, Inc., who currently operate the Facility as a manufacturer of industrial and commercial surfactants.
6. R.L. Enterprises, Inc. is a corporation incorporated in the State of Michigan.
7. On December 9, 1991, the U.S. EPA On-Scene Coordinator (OSC) observed a tar boiler and several drums in various stages of deterioration in a small wooded area east of the Caravan Facility. Many of the drums were lying on their sides and appeared to be leaking. The OSC approached the owner of the Caravan Facility and expressed concern over the abandoned drums. The owner stated that he did not think the drums belonged to the Facility but were from the previous tenant, a roofing company.
8. On December 19, 1991, the U.S. EPA Technical Assistance Team (TAT), and OSC conducted a site assessment of the Caravan Facility. Fourteen (14) drums of unknown contents were observed scattered in a small wooded area (approximately 20' x 60') east of the Caravan building. The drums were found scattered near a large tar boiler, many open and releasing their contents. Soil contamination was observed in the area

of the leaking drums and under the tar boiler. Access to the Site is not completely restricted and evidence of vandalism and trespass through the south portion of the perimeter fence has been observed.

9. Analytical results of liquid and soil samples collected from drums and their affected spill areas revealed elevated levels of volatile organic chemicals such as xylene, toluene, naphthalene, benzene, and ethyl benzene. Xylene, ethyl benzene and toluene have flashpoints of 81, 59 and 40 degrees Fahrenheit respectively, indicating the presence of ignitable hazardous waste under the Resource Conservation and Recovery Act of 1976, as amended (RCRA), 42 U.S.C. §§6901 et seq. and toxicity characteristic waste under 40 CFR §261.24. One sample revealed the presence of benzene above the Toxicity Characteristic Leachate Procedure (TCLP) regulatory limit for that compound. The analytical results from these drum samples also revealed the presence of polycyclic aromatic hydrocarbons (PAHs) such as benzo (b) fluoranthene, and benzo (a) pyrene which have been shown to cause cancer and mutations in laboratory animals.

#### DETERMINATIONS

Based on the foregoing Findings, U.S. EPA has determined that:

1. The Schreiber/Caravan Drums Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. Section 9601(9).
2. Each Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. Section 9601(21).
3. Each Respondent arranged for disposal or transport for disposal of hazardous substances at the Schreiber/Caravan Drums Facility, or is a past or present owner or operator of the Facility. Each Respondent is therefore a liable person under Section 107(a) of CERCLA, 42 U.S.C. Section 9607(a).
4. Benzene, ethyl benzene, naphthalene, toluene, xylene, benzo (b) fluoranthene, and benzo (a) pyrene are "hazardous substances" as defined by Section 101(14) of CERCLA, 42 U.S.C. Section 9601(14).
5. The discharge of xylene, naphthalene, and toluene from the drums to the soils in and around the Facility and to the surface water, and ultimately the groundwater constitutes an actual or threatened "release" as that term is defined in Section 101(22) of CERCLA, 42 U.S.C. Section 9601(22).
6. The actual or threatened release of hazardous substances from the Facility may present an imminent and substantial

endangerment to the public health, welfare, or the environment.

7. The actions required by this Order, if properly performed, are consistent with the National Contingency Plan (NCP), 40 CFR Part 300, as amended, and CERCLA; and are reasonable and necessary to protect the public health, welfare and the environment because of the following factors:

**a. actual or potential exposure to nearby human populations, animals, or the food chain from hazardous substances, pollutants or contaminants;**

This factor is present at the Facility due to the existence of high concentrations of xylene (300,000 ppm), ethyl benzene (83,000 ppm), toluene (5,600 ppm), naphthalene (14,000 ppm), and polycyclic aromatic hydrocarbons (ranging between 3,900 and 5,200 ppm) contained in drums found on site. Analytical results have revealed benzene at 5.0 ppm which is above the regulatory TCLP limit of 0.5 ppm for that compound. Access to the site is not completely restricted and evidence of vandalism and trespass through the south portion of the perimeter fence has been observed. An elementary school and playground are located approximately 2,000 feet to the north. Children have been observed on several occasions passing along the railroad easement adjacent to the site to reach the playground and school. The National Institute for Occupational Safety and Health (NIOSH) has listed toluene, xylene, and naphthalene as an immediate danger to life and health (IDLH) at concentrations of 2,000 parts per million (ppm), 1,000 ppm and 500 ppm, respectively. The potential for exposure via direct contact is high should access to the Facility continue to be unrestricted.

**b. hazardous substances or pollutants or contaminants in drums, barrels, tanks, or other bulk storage containers, that may pose a threat of release;**

This factor is present at the Facility due to the existence of drums containing high concentrations of xylene (300,000 ppm), toluene (5,600 ppm), ethyl benzene (83,000 ppm), naphthalene (14,000 ppm), benzene (5.0 ppm TCLP), and PAHs. Air monitoring conducted with a photoionization detector in the bung opening of the drums revealed levels of volatile compounds ranging between 50 and 100 units. Some of the drums were found open and on their sides, releasing their contents. Soil samples collected from the areas where leaking drums have been observed has revealed high concentrations of volatile organic compounds ranging between 3,800 and 1,400 ppm, and PAHs ranging between 940 and 280 ppm.

- c. weather conditions that may cause hazardous substances or pollutants or contaminants to migrate or be released;

This factor is present at the site due to the exposure of the drums to the natural elements. Continued exposure of the drums to the outside elements would allow further deterioration, leading to a potential release of their contents. The railroad easement is used by children to reach the school and playground nearby. Surface water runoff flows in the direction of the easement and is a natural pathway for contaminants released from the drums during heavy periods of precipitation. The threat of direct contact to children passing along this route is high.

- d. threat of fire or explosion;

This factor is present at the Facility due to the existence of drums containing high levels of ethyl benzene, toluene, and xylene. These chemicals have flashpoints ranging between 41 and 81 degrees Fahrenheit, and an upper and lower flammability range between 6.7 and 1.0%. Analytical results have revealed that one drum alone contains 30% (300,000 ppm) xylene, resulting in a highly flammable and explosive condition. If the drums were to be ignited, residual material which may be present in the tar boiler could provide an additional combustion source and allow the fire to spread to the Caravan building, and possibly to the 12 residential structures bordering the Facility to the north.

ORDER

Based upon the foregoing Findings and Determinations, and pursuant to Section 106(a) of CERCLA, 42 U.S.C. Section 9606(a), it is hereby ordered and agreed that Respondents will undertake the following actions at the Facility:

1. Within ten (10) business days after the effective date of this Order, the Respondents shall submit to U.S. EPA for approval, a Work Plan for the removal activities ordered as set forth in Paragraph 4 below. The Work Plan shall provide a concise description of the activities to be conducted to comply with the requirements of this Order. The Work Plan shall be reviewed by U.S. EPA, which may approve, disapprove, require revisions, or modify the Work Plan. Respondents shall implement the Work Plan as finally approved by U.S. EPA, including any modifications. Once approved, the Work Plan shall be deemed to be incorporated into and made a fully enforceable part of this Order.
2. The Work Plan shall contain a site safety and health plan, a sampling and analysis plan, and a schedule of the work to be performed. The site safety and health plan shall be prepared in accordance with the Occupational Safety and Health Administration (OSHA) regulations applicable to Hazardous Waste Operations and Emergency Response, 29 CFR Part 1910. The Work Plan and other submitted documents shall demonstrate that the Respondents can properly conduct the actions required by this Order.
3. Respondents shall retain a contractor qualified to undertake and complete the requirements of this Order, and shall notify U.S. EPA of the name of such contractor within five (5) business days of the effective date of this Order. U.S. EPA retains the right to disapprove of any, or all, of the contractors and/or subcontractors retained by the Respondents. In the event U.S. EPA disapproves of a selected contractor, Respondents shall retain a different contractor to perform the work, and such selection shall be made within two (2) business days following U.S. EPA's disapproval.
4. Within five (5) business calendar days after U.S. EPA approval of the Work Plan, Respondents shall implement the Work Plan as approved or modified by U.S. EPA. Failure of the Respondents to properly implement all aspects of the Work Plan shall be deemed to be a violation of the terms of this Order. The Work Plan shall require the Respondents to perform, and complete within 60 calendar days after approval, at a minimum, the following removal activities:

- a) Develop and implement site safety and security measures;
  - b) Develop and implement an air monitoring program during clean up activities;
  - c) Stage, sample, characterize, and overpack if necessary all drummed hazardous substances, contaminants, wastes, or pollutants found on site;
  - d) Conduct a sampling program to characterize the type and extent of soil contamination and conduct post cleanup sampling to verify that all contaminated soil has been removed to cleanup levels as specified by the On-Scene Coordinator;
  - e) Excavate and dispose of all characterized soil contamination at a RCRA/CERCLA approved disposal facility in accordance with the U.S. EPA offsite policy; and,
  - f) Transport and dispose of all characterized, drummed hazardous substances, pollutants, wastes, or contaminants at a RCRA/CERCLA approved disposal facility in accordance with the U.S. EPA offsite policy.
5. All materials removed from the Schreiber/Caravan Drums Facility shall be disposed of or treated at a facility approved by the On-Scene Coordinator and in accordance with the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. Section 6901, et seq., as amended, the U.S. EPA Revised Off-Site Policy, and all other applicable Federal, State, and local requirements.
6. On or before the effective date of this Order, the Respondents shall designate a Project Coordinator. The U.S. EPA has designated Peter Guria, of the Emergency and Enforcement Response Branch, Response Section I, as its On-Scene Coordinator. The On-Scene Coordinator and the Project Coordinator shall be responsible for overseeing the implementation of this Order. To the maximum extent possible, communication between the Respondents and the U.S. EPA, and all documents, reports and approvals, and all other correspondence concerning the activities relevant to this Order, shall be directed through the On-Scene Coordinator and the Project Coordinator. During implementation of the Work Plan, the OSC and the Project Coordinator shall, whenever possible, operate by consensus, and shall attempt in good faith to resolve disputes informally through discussion of the issues.

SIGNATORIES

The above being agreed and consented to, it is so ORDERED  
this 23<sup>rd</sup> day of March, 1992.

By David A. Ullrich  
David A. Ullrich, Director  
Waste Management Division  
U.S. Environmental Protection Agency  
Region V, Complainant

Attachment A

List of Respondents

Caravan Technologies, Inc.  
c/o Mr. Robert Charleston  
3033 Bourke  
Detroit, Michigan 48238

Schreiber Corporation  
c/o Mr. Charles M. Rosa  
2239 Fenkell Road  
Detroit, Michigan 48238





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

77 WEST JACKSON BOULEVARD

CHICAGO, IL 60604-3590

MAR 23 1992

REPLY TO THE ATTENTION OF:

HSE-5J

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Caravan Technologies, Inc.  
c/o Mr. Robert Charleston  
3033 Bourke  
Detroit, Michigan 48238

Re: Schreiber/Caravan Drums Site  
3033 Bourke, Detroit, Michigan  
Administrative Order by Consent

Dear Mr. Charleston:

Enclosed please find an executed copy of the Administrative Order by Consent issued for this site pursuant to Section 106 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq. Thank you for your cooperation in this matter.

If you have any questions regarding this Order, please contact Nancy-Ellen Zusman, Assistant Regional Counsel, at (312) 886-7161 or Peter Guria, On-Scene Coordinator, at (313) 692-7687.

Sincerely yours,

A handwritten signature in cursive script that reads "David A. Ullrich".

David A. Ullrich, Director  
Waste Management Division

Enclosure

cc: Alan Howard, Michigan Department of Natural Resources



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

77 WEST JACKSON BOULEVARD

CHICAGO, IL 60604-3590

MAR 23 1992

REPLY TO THE ATTENTION OF:

HSE-5J

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Schreiber Corporation  
c/o Mr. Charles M. Rosa  
2239 Fenkell  
Detroit, Michigan 48238

Re: Schreiber/Caravan Drums Site  
3033 Bourke, Detroit, Michigan  
Administrative Order by Consent

Dear Mr. Rosa:

Enclosed please find an executed copy of the Administrative Order by Consent issued for this site pursuant to Section 106 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq. Thank you for your cooperation in this matter.

If you have any questions regarding this Order, please contact Nancy-Ellen Zusman, Assistant Regional Counsel, at (312) 886-7161 or Peter Guria, On-Scene Coordinator, at (313) 692-7687.

Sincerely yours,

A handwritten signature in cursive script that reads "David A. Ullrich".

David A. Ullrich, Director  
Waste Management Division

Enclosure

cc: Alan Howard, Michigan Department of Natural Resources

7. The U.S. EPA and the Respondents shall each have the right to change their respective designated On-Scene Coordinator or Project Coordinator. U.S. EPA shall notify the Respondents, and Respondents shall notify U.S. EPA, as early as possible before such a change is made. Notification may initially be verbal, but shall promptly be reduced to writing.
8. The U.S. EPA On-Scene Coordinator shall have the authority vested in an On-Scene Coordinator by the NCP, 40 CFR Part 300, as amended, including the authority to halt, conduct, or direct any work required by this Order, or to direct any other response action undertaken by U.S. EPA or the Respondents at the Facility.
9. No extensions to the time frames in this Order shall be granted without sufficient cause. All extensions must be requested, in writing, and shall not be deemed accepted unless approved, in writing, by U.S. EPA.
10. This Order and all instructions by the U.S. EPA On-Scene Coordinator or designated alternate that are consistent with the NCP and this Order shall be binding upon the Respondents, and the employees, agents, contractors, successors and assigns of the Respondents. Respondents are jointly and severally responsible for carrying out all actions required by this Order.
11. To the extent that the Facility or other areas where work under this Order is to be performed is owned by, or in possession of, someone other than the Respondents, Respondents shall attempt to obtain all necessary access agreements. In the event that after using their best efforts Respondents are unable to obtain such agreements, Respondents shall immediately notify U.S. EPA and U.S. EPA may then assist Respondents in gaining access, to the extent necessary to effectuate the response activities described herein, using such means as it deems appropriate. Respondents shall reimburse U.S. EPA for all attorneys' fees and court costs it incurs in assisting Respondents to obtain access.
12. Respondents shall provide access to the Facility to U.S. EPA employees, and U.S. EPA-authorized contractors, agents, and consultants at any time, and shall permit such persons to be present and move freely in the area in order to conduct inspections, including taking photographs and videotapes of the Facility, to do cleanup/stabilization work, to take samples, to monitor the work under this Order, and to conduct other activities which the U.S. EPA determines to be necessary.

13. This Order shall be effective on the date of signature by the Director, Waste Management Division.
14. Respondents shall provide a written monthly progress report to the On-Scene Coordinator regarding the actions and activities undertaken under this Order. At a minimum, these progress reports shall describe the actions that have been taken to comply with this Order, including all results of sampling and tests received or prepared by the Respondents and shall describe all significant work items planned for the next month.
15. Respondents agree to retain for six years following completion of the activities required by this Order copies of all records, files and data relating to hazardous substances found on the site, or related to the activities undertaken pursuant to this Order, whether or not those documents were created pursuant to this Order. Respondents shall acquire and retain copies of all documents relating to the site that are in the possession of their contractors, agents and employees. Respondents shall notify U.S. EPA at least sixty (60) calendar days before any documents retained under this paragraph are to be destroyed. The documents retained under this paragraph shall be made available to the U.S. EPA upon request.
16. Respondents shall pay all past costs and oversight costs of the United States related to the Schreiber/Caravan Drums Facility which are not inconsistent with the NCP. The United States shall submit an itemized cost statement entitled "Itemized Cost Summary" to Respondents annually or, if sooner, not less than 60 calendar days after submission of the Final Report provided for in Paragraph 24 of this Order. Payments shall be made within 60 calendar days of Respondents' receipt of the cost statement. Payments shall be made to the EPA Hazardous Substances Superfund delivered to the U.S. EPA, Attn: Superfund Accounting, P.O. Box 70753, Chicago, Illinois 60673, in the form of a certified or cashier's check payable to "EPA Hazardous Substances Superfund." The face of the check should note that the payment is for the Schreiber/Caravan Drums Site, Superfund Site Identification Number PY. Respondents are jointly and severally liable for payment of the full amount due under this Order. A copy of the check(s) submitted must be sent simultaneously to the U.S. EPA representatives indicated in paragraph 17 below.
17. A notice, document, information, report, plan, approval, disapproval or other correspondence required to be submitted from one party to another under the Order shall be deemed submitted either when hand delivered or as of the date of receipt by certified mail, return receipt requested.

Submissions to the Respondents shall be submitted to:

Caravan Technologies, Inc.  
c/o Mr. Robert Charleston  
3033 Bourke  
Detroit, Michigan 48238

and

Schreiber Corporation  
c/o Mr. Charles M. Rosa  
2239 Fenkell Road  
Detroit, Michigan 48238

Submissions to the U.S. EPA shall be submitted to:

Peter Guria  
On-Scene Coordinator  
Response Section I (HSE-GI)  
U.S. Environmental Protection Agency  
9311 Groh Road  
Grosse Ile, Michigan 48138

and

Nancy-Ellen Zusman  
Assistant Regional Counsel (CS-7T)  
U.S. Environmental Protection Agency  
77 West Jackson  
Chicago, Illinois 60604

18. If any provision of this Order is deemed invalid or unenforceable, the remainder of this Order shall remain in full force and effect.

STIPULATED PENALTIES

19. For each day the Respondents fail to meet the deadlines set forth in the Consent Order and workplan, Respondents shall be liable as follows:
- a. For failure to submit the Work Plan pursuant to Paragraph 1, at the time required under the terms of this Consent Order: Five Thousand Dollars (\$5,000) per day for the first one (1) to seven (7) days of delay, or part thereof, and Fifteen Thousand Dollars (\$15,000) per day for each day of delay, or part thereof, thereafter;
  - b. For failure to commence and perform work described in this Consent Order and the U.S. EPA approved Work Plan within the time frames required by these documents:

Five Thousand Dollars (\$5,000) per day for the first one (1) to seven (7) days of delay, or part thereof, and Fifteen Thousand Dollars (\$15,000) per day for each day of delay, or part thereof, thereafter.

- c. For failure to comply with any other provision of this Consent Order: Two Thousand Five Hundred Dollars (\$2,500) per day for the first one (1) to seven (7) days of violation or delay, or part thereof, and Five Thousand Dollars (\$5,000) per day for each day of violation or delay, or part thereof, thereafter.
20. All penalties which accrue pursuant to the requirements of this Order shall be paid within five (5) business days of written demand by U.S. EPA. Payment shall be made to the EPA Hazardous Substances Superfund delivered to the U.S. EPA, Attn: Superfund Accounting, P.O. Box 70753, Chicago, Illinois 60673, in the form of a certified or cashier's check payable to "EPA Hazardous Substances Superfund." The face of the check should note that the payment is for the Schreiber/Caravan Drums Site.
21. Pursuant to 31 U.S.C. Section 3717, interest shall accrue on any amount of overdue stipulated penalties at a rate established by the United States Treasury. Stipulated penalties shall accrue, but need not be paid, during any dispute resolution period concerning the particular penalties at issue. If Respondents prevail upon resolution, Respondents shall pay only such penalties as the resolution requires.
22. Payment of Stipulated Penalties will not relieve Respondents from complying with the terms of this Consent Order. U.S. EPA retains the right to seek any remedies or sanctions available to U.S. EPA by reason of Respondents' noncompliance with the provisions of this Consent Order that are not otherwise expressly limited by these Stipulated Penalty provisions.

#### PENALTIES FOR NONCOMPLIANCE

23. Respondents are advised pursuant to Section 106(b) of CERCLA, 42 U.S.C. Section 9606(b), that violation or subsequent failure or refusal to comply with this Order and any Work Plan approved under this Order, or any portion thereof, may subject the Respondents to a civil penalty of no more than \$25,000 per day for each day in which such violation occurs, or such failure to comply continues. In addition, failure to properly provide removal action upon the terms of this order, or other subsequent orders issued by U.S. EPA, may result in liability for punitive damages

pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C Section 9607(c)(3).

#### TERMINATION AND SATISFACTION

24. The Respondents shall submit a final report summarizing the actions taken to comply with this Order. The report shall contain, at a minimum: identification of the Facility, a description of the locations and types of hazardous substances encountered at the Facility upon the initiation of work performed under this Order, a chronology and description of the actions performed (including both the organization and implementation of response activities), a listing of the resources committed to perform the work under this Order (including financial, personnel, mechanical and technological resources), identification of all items that affected the actions performed under the Order and discussion of how all problems were resolved, a listing of quantities and types of materials removed, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destination of those materials, and a presentation of the analytical results of all sampling and analyses performed and accompanying appendices containing all relevant paperwork accrued during the action (e.g., manifests, invoices, bills, contracts, permits). The final report shall also include an affidavit from a person who supervised or directed the preparation of that report. The affidavit shall certify under penalty of law that based on personal knowledge and appropriate inquiries of all other persons involved in preparation of the report, the information submitted is true, accurate and complete to the best of the affiant's knowledge and belief. The report shall be submitted within 30 business days of completion of the work required by the U.S. EPA.
25. The provisions of this Order shall be deemed satisfied upon payment by Respondents of all sums due under the terms of this Order and upon the Respondents' receipt of written notice from U.S. EPA that the Respondents have demonstrated, to the satisfaction of U.S. EPA, that all of the terms of this Order, including any additional tasks consistent with this Consent Order which U.S. EPA has determined to be necessary, have been completed.

#### INDEMNIFICATION

26. The Respondents agree to indemnify and save and hold harmless the United States Government, its agencies, departments, agents, and employees, from any and all claims or causes of action arising from, or on account of, acts or omissions of the Respondents, its officers, employees, receivers, trustees, agents, successors or assigns, in

carrying out the activities pursuant to this Order. The United States Government shall not be held as a party to any contract entered into by the Respondents in carrying out activities under this Order.

#### RESERVATION OF RIGHTS

27. This Order is not intended for the benefit of any third party and may not be enforced by any third party.
28. The U.S. EPA and the Respondents reserve all rights, claims, demands, and defenses, including defenses and denials of and to all determinations and findings, that they may have as to each other except as otherwise provided in this Order pursuant to any available legal authority. Nothing in this Order shall expand the Respondents' ability to obtain preenforcement review of U.S. EPA actions. Notwithstanding any reservation of rights, Respondents agree to comply with the terms and conditions of this Order and consent to the jurisdiction of the U.S. EPA to enter into and enforce this Order.
29. Nothing herein is intended to release, discharge, limit or in any way affect any claim, causes of action or demands in law or equity which the parties may have against any persons, firm, trust, joint venture, partnership, corporation, or other entity not a party to this Order for any liability it may have arising out of, or relating in any way to, the generation, storage, treatment, handling, transportation, disposal, release or threat of release of any hazardous substance, hazardous waste, contaminant or pollutant at or from the site. The parties to this Order hereby expressly reserve all rights, claims, demands and causes of action they may have against any and all other persons and entities who are not parties to this Order.
30. Nothing herein shall be construed: 1) to prevent U.S. EPA from exercising its right to disapprove of work performed by the Respondents; 2) to prevent U.S. EPA from seeking legal or equitable relief to enforce the terms of this Order; 3) to prevent U.S. EPA from taking other legal or equitable action not inconsistent with the Covenant Not To Sue in paragraphs 41 through 43 of this Order; 4) to prevent U.S. EPA from requiring the Respondents in the future to perform additional activities pursuant to CERCLA, 42 U.S.C. Section 9601 et seq., or any other applicable law; or 5) to prevent U.S. EPA from undertaking response actions at the site.

#### FORCE MAJEURE

31. The Respondents shall cause all work to be performed within the time limits set forth herein and in the approved Work



Plan, unless performance is delayed by "force majeure." For purposes of this Order, "force majeure" shall mean an event arising from causes entirely beyond the control of the Respondents and their contractors which delays or prevents the performance of any obligation required by this Order. Increases in costs, financial difficulty, normal inclement weather, and delays encountered by the Respondents in securing any required permits or approvals are examples of events that are not considered to be beyond the control of the Respondents.

32. Respondents shall notify the OSC within 24 hours after Respondents become aware of any event which Respondents contend constitutes a force majeure, with subsequent written notice within seven (7) calendar days of the event. Such written notice shall describe: 1) the nature of the delay, 2) the cause of the delay, 3) the expected duration of the delay, including any demobilization and remobilization resulting from the delay, 4) the actions which will be taken to prevent or mitigate further delay, and 5) the timetable by which the actions to mitigate the delay will be taken. Respondents shall implement all reasonable measures to avoid and/or minimize such delays. Failure to comply with the notice provision of this paragraph shall be grounds for U.S. EPA to deny Respondents an extension of time for performance. The Respondents shall have the burden of demonstrating by a preponderance of the evidence that the event is a force majeure, that the delay is warranted under the circumstances, and that best efforts were exercised to avoid and mitigate the effects of the delay. If U.S. EPA determines a delay is or was attributable to a force majeure, the time period for performance under this Order shall be extended as deemed necessary by the OSC to allow performance.

#### DISPUTE RESOLUTION

33. The Parties to this Order on Consent shall attempt to resolve expeditiously and informally any disagreements concerning implementation of this Order on Consent or any Work required hereunder.
34. In the event that any dispute arising under this Order on Consent is not resolved expeditiously through informal means, any party desiring dispute resolution under this Section shall give prompt written notice to the other parties to the Order.
35. Within ten (10) calendar days of the service of notice of dispute pursuant to Paragraph 34 above, the party who gave notice shall serve on the other parties to this Order a written statement of the issues in dispute, the relevant

facts upon which the dispute is based, and factual data, analysis or opinion supporting its position, and all supporting documentation on which such party relies (hereinafter the "Statement of Position"). The opposing parties shall serve their Statement of Position, including supporting documentation, no later than ten (10) calendar days after receipt of the complaining party's Statement of Position. In the event that these 10-day time periods for exchange of Statements of Position may cause a delay in the work, they shall be shortened upon and in accordance with notice by U.S. EPA.

36. An administrative record of any dispute under this Section shall be maintained by U.S. EPA. The record shall include the written notification of such dispute, and the Statements of Position served pursuant to the preceding paragraphs.
37. Upon review of the administrative record, the Director of the Waste Management Division, U.S. EPA, Region V, shall resolve the dispute consistent with the NCP and the terms of this Order.

#### NON-ADMISSION

38. The consent of the Respondents to the terms of this Order shall not constitute or be construed as an admission of liability or of U.S. EPA's findings or determinations contained in this Order in any proceeding other than a proceeding to enforce the terms of this Order.

#### CERCLA FUNDING

39. The Respondents waive any claims or demands for compensation or payment under Sections 106(b), 111 and 112 of CERCLA against the United States or the Hazardous Substance Superfund established by 26 U.S.C. §9507 for, or arising out of, any activity performed or expenses incurred pursuant to this Consent Order.
40. This Consent Order does not constitute any decision on preauthorization of funds under Section 111(a)(2) of CERCLA.

#### COVENANT NOT TO SUE

41. Upon termination and satisfaction of this Administrative Order pursuant to its terms, for and in consideration of the complete and timely performance by Respondents of the obligations agreed to in this Order, U.S. EPA hereby covenants not to sue Respondents for judicial imposition of damages or civil penalties for any failure to perform obligations agreed to in this Order except as otherwise reserved herein.

Remove  
in/

42. Performance of the terms of this Order resolves and satisfies the liability of the Respondents to U.S. EPA for work satisfactorily performed under this Order. U.S. EPA recognizes that, pursuant to Section 113 of CERCLA, the Respondents, upon having resolved their liability with the U.S. EPA for the matters expressly covered by this Order, shall not be liable for claims for contribution regarding matters addressed in this Order. Nothing in this Order precludes the Respondents from asserting any claims, causes of action or demands against potentially responsible parties (PRPs) who are not parties to this Order for indemnification, contribution, or cost recovery.
43. In consideration of the actions to be performed by the Respondents under this Order, the U.S. EPA covenants not to sue the Respondents, their successors or assigns for any and all claims which are available to the U.S. as against the Respondents under Sections 106 and 107 of CERCLA concerning all matters satisfactorily performed.

SUBSEQUENT AMENDMENT

44. This Consent Order may be amended by mutual agreement of U.S. EPA and the Respondents. Any amendment of this Consent Order shall be in writing, signed by U.S. EPA and the Respondents and shall have as the effective date, that date on which such amendment is signed by U.S. EPA.

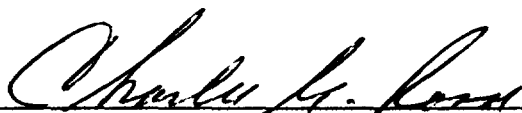
✓  
H27  
for  
3/20/9  
22

SIGNATORIES

The undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this Fifth day of March, 1992.

By



Charles M. Rosa, President  
Schreiber Corporation